

## **Home Fuel Oil Sales, Delivery and Service Contracts**

The following Rules and Regulations are adopted pursuant to the Nassau County Administrative Code and violations of which shall constitute a specific unconscionable trade practice. In addition to applicable laws, these Rules and Regulations shall apply to all contracts for the sale and delivery of home fuel oil and for the maintenance and repair of oil burners and boilers.

1. All contracts for sales, delivery or service shall state and contain all material terms of the agreement, including all fees and costs, above the signature lines of the agreement. There shall be no requirement of the 3-day notice of cancellation for oil burner service and maintenance contracts.
2. For multi-year fuel oil delivery contracts, not given as an incentive for the sale of equipment, the price per gallon for oil must be stated either as a fixed dollar amount in cents per gallon, or stated as a relationship to the average Long Island Region Price for Home Heating Oil as published by the New York State Energy Research and Development Authority (NYSERDA) found on their website, [www.nyserdera.org](http://www.nyserdera.org), and no other index shall be used.
3. No contract for sales, delivery or service shall disclaim or shift to the buyer the seller's liability for damages caused by the action or inaction, intentional or negligent, of the seller, or his agents. This regulation does not prohibit clauses that limit liability to a stated monetary amount.
4. No contract for sales, delivery or service shall make the buyer liable to the seller for acts of the seller's employees.
5. No contract for sales, delivery or service shall contain language that diminishes the buyer's rights in the event of litigation including, but not limited to, a waiver of the buyer's right to assert counterclaims or equitable defenses, except that the parties may agree to waive their right to a trial by jury.
6. Terms of agreements to supply and deliver oil and the agreement to supply oil burner service must run concurrently if signed on the same date. This section shall not apply to any agreement in which there is no penalty for early termination of the service contract.
7. The provisions of the service contract must be stated on a separate document. This document must disclose the annual price of the service contract, the parts that are covered, labor charges covered, and the hours during which service will be provided without additional charges or penalties. If any additional charges are assessed for service after certain hours or on certain days the amount for such service must be at the company's prevailing labor rate.
8. Any penalty for cancellation of a contract prior to the stated term of the contract shall be disclosed in a fixed dollar amount, in 10-point bold-face type and located just above the customer's signature line.
9. No fixed or capped price oil delivery contract can be renewed without a new written agreement signed by the parties and which conforms to these rules and New York law. This includes any changes made to the penalty clause. The term "written agreement" shall include email confirmation and electronically signed contracts, including recorded telephonic contracts.